THE CONVEYANCER
AND
PROPERTY LAWYER

101

EDITORS:
DONALD C. L. CREE, M.A.,
of Lincoln's Inn, Barrister-at-Law

HAROLD POTTER, LL.D.,
of Gray's Inn, Barrister-at-Law

VOLUME 8
(New Series)

LONDON:
SWEET & MAXWELL, LIMITED,
2 & 3 CHANCERY LANE, W.C.2
1944
(Printed in England)

PRINTED IN GREAT BRITAIN BY
THE EASTERN PRESS, LTD., LONDON AND READING

BIBL.
LONDIN.
UNIV.

ARTICLES, ETC., IN VOLUME 8.

PAGE

AGRICULTURE AND EMERGENCY LEGISLATION. By J. B. RICHARDSON 84

ANCIENT LIGHTS AND ENEMY ACTION. By E. O. WALFORD ... 14

ANNUITIES AND INSUFFICIENT ESTATE. By H. M. BROUGHTON ... 189

APPOINTMENTS OF NEW TRUSTEES OF LAND 214

CONDITIONS IN RESTRAINT OF RELIGION. By B. B. BENAS ... 6, 66

CONVEYANCER'S NOTEBOOK 1, 57, 129, 185

ESTATE DUTY AND THE BREAKING OF SETTLEMENTS. By R. SACHS 205

FAMILY ARRANGEMENTS. By B. B. BENAS 68

FOUL DEEDS. By M. ALBERY 145

A HOUSING ACT ANOMALY. By E. O. WALFORD 219

LIABILITY FOR DRY ROT 93

THE LIBRARY 100, 240

LIFE TENANTS AND REMAINDERMEN: INSURANCE. By S. PRESTON 201

NOTES OF CASES 35, 106, 166, 223

OPTIONS TO PURCHASE AND STATUTORY POWERS. By E. H. BODKIN 139

PERPETUITIES 28

REPAIRS OF SETTLED PROPERTY. By H. M. BROUGHTON ... 4

REPORT OF THE LAND TRANSFER COMMITTEE 62

SIR WILLIAM BLACKSTONE 210

STRICT SETTLEMENT AND TRUST FOR SALE. By H. POTTER ... 147

TENANTS' COVENANTS—

I.—OUTGOINGS, FAIR WEAR AND TEAR AND WASTE ... 74

II.—DAMAGE BY COMPETENT AUTHORITIES; LANDLORD AND TENANT (REQUISTIONED LAND) ACT, 1944 191

TWENTY YEARS' TITLE 135

LIST OF PRECEDENTS IN VOLUME 8.

AGREEMENTS.

PAGE

Agreement between Two Limited Companies Manufacturing Clothing for Concentration of Their Businesses Pursuant to Directions of Board of Trade, One Company Providing Accommodation and Labour to Continue Transferred Business. Provisions for Maintenance of Goodwill and Payment of Outgoings 265

Agreement between Two Firms of Clothing Manufacturers for Concentration of Their Respective Businesses Pursuant to Directions of Board of Trade, Business of the One Firm being Taken Over by the Other, Fixed Annual Payment being Made. Provisions for Preserving Separate Goodwill of Transferred Business 268

AGREEMENTS FOR SALE OF LAND.

Agreement for Sale of Leasehold Unlicensed Hotel or Boarding-house, the Purchase Money to be Payable by Instalments to be Secured by Mortgage 326

ANNUITIES.

See also COVENANTS.

Deed of Covenant for Payment of Tax-free Annuity. Express Provision for Repayment of Sum Equal to Proportion of Tax Recovered by Annuitant 274

Deed of Covenant to Make Up Annuity under Will to Fixed Annual Sum, Liability being Limited to Benefits Received by Covenantor under Will 275

ASSENTS.

Assent by Administrators, Who Have Completed Administration, to Vesting of Freeholds and Leaseholds in One of Themselves and New Trustee as Trustees for Sale under s. 33 of A. of E. Act, 1925 (to go with preceding precedent) 291

ASSIGNMENT. *See* CONVEYANCES; TENANTS IN COMMON.

CHARGES AND MORTGAGES. *See* MORTGAGE.

CHARITIES.

Trust Deed by Persons Proposing to Collect Moneys for Benefit of School .. 282
Can be adapted to meet the case of other charities.

Trust Instrument Declaring Charitable Trusts of Land to be Used as a Home of Rest for the Employees and their Families of a Company Together with the Settlement of an Endowment Fund 307

CONVEYANCES AND ASSIGNMENTS.

Assignment of Leasehold Unlicensed Hotel or Boarding-house Pursuant to Agreement for Sale 330

Form of Conveyance Where Land is Subject to a Trust for Sale and the Legal Estate is Vested in a Custodian Trustee 305

Conveyance to Trustees of Land to be Held on the Charitable Trusts Declared by a Trust Deed of Even Date 306

COVENANTS.

PAGE

See also ANNUITIES.

Deed of Covenant for Payment of a Weekly Sum for the Benefit of the Covenantor's Family, to Save Income Tax and Surtax 335

LEASES.

Lease for Twenty-one Years of Dwelling-house, which has Suffered War Damage, Where Only Part of Premises is Capable of Beneficial Occupation. Provisions for Payment of Less Than Standard Rent Until Whole Property is Rendered Fit and for Repair of War Damage with Provisions for Determination of Lease by Lessee at End of First Seven or Fourteen Years or by Lessor in Event of Value Payment being Made 294

Lease of Flat—Moderate Form: Lessee being Responsible for Interior. Readily Adaptable to Case Where Lessee is Under No Repairing Liability. Additional Rent in Respect of Any Increase in Rates .. 276

MORTGAGE.

Mortgage of Hotel or Boarding House 332

SUPERANNUATION.

Pension and Benevolent Funds of a Limited Company. Trust Deed and Rules 309

TENANTS IN COMMON.

Assignment by one of Several Tenants in Common of His Share of Proceeds of Sale of Freeholds to Another and Conveyance of Legal Estate .. 292

Operates to transfer both the beneficial interest of the tenant in common who is selling to his co-tenant and to convey the legal estate in the property to the tenants in common who remain beneficially interested in it.

TRUSTS AND TRUSTEES.

Appointment by the Administrators of Intestate, on Completion of Administration, of His Widow to be New Trustee of Statutory Trusts for Sale Arising under S. 33 of A. of E. Act, 1925, in place of one of the Administrators to Whom Grant had Been Made as Attorney of Widow 289

Can also be used for the more ordinary case where on the close of the administration one of the administrators desires to retire and a new trustee is appointed to administer the trust for sale.

Declaration of Trust for Benefit of Named Beneficiaries, Income and Capital to be Distributed to Such of Them as Trustee Thinks Fit, and After Death of Surviving Beneficiary Any Capital Remaining Undistributed to be Held for Named Charity 300

Appointment of New Trustees of the Preceding Declaration of Trust .. 303

Declaration of Trust by Executors of Benefit of Statutory Charge for Death Duties on Specifically Devised House Property which has Suffered War Damage, in Favour of Residuary Legatees, Duties having been Paid Out of Residuary Personalty 270

The object is to prevent interest running on the duty and to enable the residuary legatees to be paid as much as possible of the residuary estate and the executors to wind up the estate as far as possible.

VESTING DEEDS.

PAGE

See also ASSENTS.

Declaration by Deed Supplemental to Principal Vesting Instrument Made Pursuant to S. 35 of Settled Land Act, 1925, in Respect of Registered Land 284

WILLS.

Bequest of Business to Son, Book Debts being Payable to, and Liabilities Paid Out of, Testator's General Estate 304

Where a testator has a small business which he wishes to bequeath to a son this clause is more useful than the more usual one of an outright gift of the business, etc.

Codicil by Husband or Wife, Who Have Made Mutual Wills, Making Annuity Payable to Servant or Relative a First Charge on Residue where Neither Estate may be Sufficient to Pay Annuity in Full 285

Codicil to Will of Member of Armed Forces Going on War Service Providing for Application of any Duties Remitted on His Death When on Such Service 285

Suggested as a basis for directing that the benefit of any remission shall enure for the benefit of the relatives on whose account it was given.

Devise and Bequest of Residue upon Trust for Sale and Conversion, with Power to Postpone Sale, with Provisions for Payment of Annual Liabilities of Estate Out of Income and for Application of Annual Payments Forming Part of Estate as Income 287

An alternative to the common form gift of residue on trust for sale and conversion. Intended to meet the difficulties which arise by reason of Re Fisher and Re Payne.

TABLE OF CASES NOTED.

Anderson, *In estate of*, 168
Anstead, *Re*, 39
Armstrong's Will Trusts, *Re*, 106
Att.-Gen. *v.* Devonport's Trustees, 128
Austin *v.* Greengrass, 235

Basden's Settlement Trusts, *Re*, 104
Bennett, *Re*, 39
Bird, *Re*, 237
Brown *v.* Draper, 178
Brown *v.* Robins, 44
Bryanston Property Co. *v.* Edwards, 175
Buckingham, *Re*, 229

Caborne, *Re*, 42
Catmull, *Re*, 42
Chamberlain *v.* C. I. R., 124
C. I. R. *v.* Castlemaine, 123
C. I. R. *v.* Grant, 125
C. I. R. *v.* L. B. Holdings, 181
C. I. R. *v.* Lawrence Graham & Co., 184
Commissioner N. S. W. *v.* Perpetual Trustee Co., 56
Conqueror Property Trust *v.* Barnes Corp., 172
Corelli, *Re*, 112
Corporation of Foreign Bondholders *v.* I. R. Commissioners, 227
Cumming *v.* Danson, 51

D., *Re*, 115
Dalziel, *Re*, 166
Daoust, *Re*, 230
Davies *v.* Trollope, 104
Debenham and Mercer's Contract, *Re*, 223
Dickenson *v.* St. Aubyn, 179, 233
Dudley *v.* Dudley, 237
Dunthorne *v.* Wiggins, 46, 104

Eastwood *v.* C. I. R., 55
Engels, *Re*, 35
Eumorfopoulos, *Re*, 170
Everett, *Re*, 231

Field *v.* Gover, 173
Fisher, *Re*, 169
Fitzwalter, *Re*, 106
Fitzwilliam's Collieries *v.* Phillips, 111
Furness, *Re*, 171, 224

Gifford, *Re*, 230
Goodson, *Re*, 53
Gossett's Settlement, *Re*, 105
Gott, *Re*, 228
Gray *v.* Fidler, 119
Griffiths *v.* Davies, 117

Hall, *In b.*, 41
Hall, *Re*, 167
Hamer, *In b.*, 229
Hamilton-Russell's Exors. *v.* C. I. R., 52
Hansell *v.* Spink, 223
Herbert *v.* C. I. R., 53
Hillas-Drake, *Re*, 233
Hillier, *Re*, 227
Hodge, *Re*, 113
Holmes and Cosmopolitan Press Contract, *Re*, 166
Holmpatrick *v.* Ainsworth, 183
Hughes, *Re*, 37

Ideal Life Ass. *v.* Hirschfield, 38
Ingall *v.* Moran, 172
Irving *v.* Patterson, 50

Jackson, *Re*, 232
Joel, *Re*, 41, 126
Johnson's Settlement, *Re*, 108

Kirby, *Re*, 235

Lace *v.* Chantler, 180
Leicester, etc. *v.* Butt, 105
Leverhulme, *Re*, 36, 102

McElligott, *Re*, 226
Marlborough *v.* Att.-Gen., 238
Maud *v.* Sandars, 179
May's Will Trusts, *Re*, 169
Mellows *v.* Buxton Hotel, 52
Milling's Settlement, *Re*, 225
Mitchell *v.* C. I. R., 126
Mulder, *Re*, 43

Orbit Trust Lease, *Re*, 48
Osmund, *Re*, 167, 228

Parnell's Trusts, *Re*, 231
Payne, *Re*, 169, 170
Pearl Assurance *v.* C. I. R., 52
Perch *v.* Robinson, 223

Pickford *v.* Mace, 118
Plowman, *Re*, 114
Pollock, *Re*, 116
Potter's Will Trusts, *Re*, 114, 171
Pratt, *Re*, 109
Pratt's Settlement Trusts, *Re*, 108
Price, *Re*, 112
Priest, *Re*, 171
Prudential Assurance *v.* Reville, 49, 236
Pugh *v.* Pugh, 115

Rea *v.* Black, 37
Reid *v.* Reid, 166
Reville *v.* Prudential Assurance, 49, 236
Ridley, *Re*, 38
Rippon, *In b.*, 40
Rogers, *Re*, 231
Rothermere, *Re*, 43
Royal Choral Society *v.* C. I. R., 103
Russell *v.* Weinreb, 38

Scarisbrooke, *Re*, 226
Signy *v.* Abbey National, 234
Stanley *v.* C. I. R., 124, 182
Stray *v.* Docker, 178

Tawse's Trustees, *Re*, 127
Tedman *v.* Whicker, 177
Thorley *v.* Payne, 122
Tithe, etc. *v.* Wynne, 110
Turley *v.* Mackay, 37

Westbury's Settlement, *Re*, 117
Westminster (Duke) *v.* Store Properties, 180
Whitby, *Re*, 232
White's Mortgage, *Re*, 39
Witke, *Re*, 224